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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re:	:	
	:	Chapter 11
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 [RDD]
	:	
Debtors.	:	Jointly Administered
	:	
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**JOINT STIPULATION AND AGREED ORDER
ALLOWING PROOF OF CLAIM NUMBER 10597
(E.I. DUPONT DE NEMOURS AND COMPANY/LATIGO MASTER FUND, LTD.)**

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (the "Debtors"), E.I. DuPont de Nemours and Company ("DuPont") and Latigo Master Fund, Ltd. as Assignee of E.I. DuPont de Nemours and Company (the "Claimant"), respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 10597 (the "Stipulation") and agree and state as follows:

WHEREAS, on October 8, 2005 (the "Petition Date"), the Debtors filed

voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, on or about July 25, 2006, DuPont filed proof of claim number 10597 against DAS LLC, asserting an unsecured non-priority claim in the amount of \$2,419,203.01 (the "Claim"); and

WHEREAS, on or about December 18, 2006, DuPont transferred all of its right, title and interest in the Claim to the Claimant (DAS LLC Docket No. 51); and

WHEREAS, on June 15, 2007, the Debtors objected to the Claim pursuant to the Debtors' Seventeenth Omnibus Objection (Substantive) Pursuant to 11 U.S.C. Section 502(B) and Fed. R. Bankr. P. 3007 to Certain (A) Insufficiently Documented Claims, (B) Claims Not Reflected on Debtors' Books and Records, (C) Insurance Claim Not Reflected on Debtors' Books and Records, (D) Untimely Claims and Untimely Tax Claims, and (E) Claims Subject to Modification, Tax Claims Subject to Modification, and Modified Claims Asserting Reclamation (Docket No. 8270) (the "Seventeenth Omnibus Claims Objection"); and

WHEREAS, on July 12, 2007, DuPont filed the Response of E.I. DuPont de Nemours and Company To Debtors' Seventeenth Omnibus Objection to Claims (Docket No. 8569) (the "Response"); and

WHEREAS, on April 9, 2008, to resolve the Seventeenth Omnibus Claims Objection with respect to the Claim, Delphi, DAS LLC, DuPont and Claimant entered into a Settlement Agreement (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, DAS LLC acknowledges and agrees that the Claim shall be allowed against DAS LLC in the amount of \$2,419,203.01; and

WHEREAS, Delphi and DAS LLC are authorized to enter into the Settlement Agreement either because the Claim involves ordinary course controversies or pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 4414) entered by this Court on June 29, 2006.

NOW, THEREFORE, in consideration of the foregoing, the Debtors, DuPont and Claimant stipulate and agree as follows:

1. The Claim shall be allowed in the amount of \$2,419,203.01 and shall be treated as an allowed general unsecured non-priority claim against DAS LLC. The Claim shall be paid in the currency (the "Plan Currency") afforded to holders of general unsecured claims under the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-In-Possession (as subsequently amended, supplemented, or otherwise modified).

2. The Response is hereby withdrawn.

3. Without further order of the Court, and subject to the terms of the Settlement Agreement, DAS LLC is authorized to offset or reduce the Claim for purposes of distribution to holders of allowed claims entitled to receive distributions under any plan of reorganization of the Debtors by the amount of any cure payments

made on account of the assumption, pursuant to section 365 of the Bankruptcy Code, of an executory contract or unexpired lease to which DuPont is a party, provided, however, that it is expressly agreed and understood that payment on account of amounts sought in connection to the Purchase Order (as defined in the Settlement Agreement) will be paid in Plan Currency pursuant to and in accordance with the Plan.

Dated: New York, New York
April 11, 2008

DELPHI CORPORATION, et al.,
Debtors and Debtors-in-Possession,
By their Bankruptcy Conflicts Counsel,
TOGUT, SEGAL & SEGAL LLP,
By:

/s/ Neil Berger
NEIL BERGER (NB-3599)
A Member of the Firm
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000

Dated: Buffalo, New York
April 11, 2008

E.I. DUPONT DE NEMOURS AND
COMPANY
By its Counsel,
PHILLIPS LYTTLE LLP
By:

/s/ Angela Z. Miller
ANGELA Z. MILLER
3400 HSBC Center
Buffalo, NY 14203
(716) 852-6100

(Signatures Completed On Following Page)

Dated: New York, New York
April 14, 2008

LATIGO MASTER FUND, LTD.
By its Counsel,

/s/ Paul Malek

PAUL MALEK
590 Madison Avenue, 9th Floor
New York, New York 10022
(212) 754-1624

SO ORDERED

This 8th day of May, 2008
in New York, New York

/s/Robert D. Drain

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE